

U.S. Department of Justice

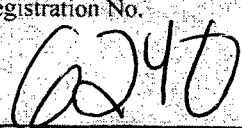
Washington, DC 20530

Exhibit A to Registration Statement**Pursuant to the Foreign Agents Registration Act of 1938, as amended**

INSTRUCTIONS. Furnish this exhibit for EACH foreign principal listed in an initial statement and for EACH additional foreign principal acquired subsequently. The filing of this document requires the payment of a filing fee as set forth in Rule (d)(1), 28 C.F.R. § 5.5(d)(1). Compliance is accomplished by filing an electronic Exhibit A form at <http://www.fara.gov>.

Privacy Act Statement. The filing of this document is required by the Foreign Agents Registration Act of 1938, as amended, 22 U.S.C. § 611 *et seq.*, for the purposes of registration under the Act and public disclosure. Provision of the information requested is mandatory, and failure to provide this information is subject to the penalty and enforcement provisions established in Section 8 of the Act. Every registration statement, short form registration statement, supplemental statement, exhibit, amendment, copy of informational materials or other document or information filed with the Attorney General under this Act is a public record open to public examination, inspection and copying during the posted business hours of the Registration Unit in Washington, DC. Statements are also available online at the Registration Unit's webpage: <http://www.fara.gov>. One copy of every such document, other than informational materials, is automatically provided to the Secretary of State pursuant to Section 6(b) of the Act, and copies of any and all documents are routinely made available to other agencies, departments and Congress pursuant to Section 6(c) of the Act. The Attorney General also transmits a semi-annual report to Congress on the administration of the Act which lists the names of all agents registered under the Act and the foreign principals they represent. This report is available to the public in print and online at: <http://www.fara.gov>.

Public Reporting Burden. Public reporting burden for this collection of information is estimated to average .49 hours per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden to Chief, Registration Unit, Counterespionage Section, National Security Division, U.S. Department of Justice, Washington, DC 20530; and to the Office of Information and Regulatory Affairs, Office of Management and Budget, Washington, DC 20503.

1. Name and Address of Registrant FEVERPRESS LLC 50 MURRAY STREET #602 NEW YORK, NY 10007		2. Registration No. 
3. Name of Foreign Principal HER MAJESTY THE QUEEN IN RIGHT OF THE PROVINCE OF ALBERTA, AS REPRESENTED BY THE MINISTER OF INTERNATIONAL AND INTERGOVERNMENTAL RELATIONS	4. Principal Address of Foreign Principal 12th Floor, Commerce Place 10155-102 Street Edmonton, AB, CANADA T5J 4G81	
5. Indicate whether your foreign principal is one of the following:		
<input checked="" type="checkbox"/> Government of a foreign country ¹ <input type="checkbox"/> Foreign political party <input type="checkbox"/> Foreign or domestic organization: If either, check one of the following: <div style="display: flex; justify-content: space-between;"> <div> <input type="checkbox"/> Partnership <input type="checkbox"/> Corporation <input type="checkbox"/> Association </div> <div> <input type="checkbox"/> Committee <input type="checkbox"/> Voluntary group <input type="checkbox"/> Other (specify) _____ </div> </div> <input type="checkbox"/> Individual-State nationality _____		
6. If the foreign principal is a foreign government, state:		
a) Branch or agency represented by the registrant THE MINISTER OF INTERNATIONAL AND INTERGOVERNMENTAL RELATIONS		
b) Name and title of official with whom registrant deals DAVID MANNING, THE GOVT OF ALBERTA'S REPRESENTATIVE IN WASHINGTON, DC		
7. If the foreign principal is a foreign political party, state:		
a) Principal address NONE		
b) Name and title of official with whom registrant deals NONE		
c) Principal aim NONE		

¹ "Government of a foreign country," as defined in Section 1(e) of the Act, includes any person or group of persons exercising sovereign de facto or de jure political jurisdiction over any country, other than the United States, or over any part of such country, and includes any subdivision of any such group and any group or agency to which such sovereign de facto or de jure authority or functions are directly or indirectly delegated. Such term shall include any faction or body of insurgents within a country assuming to exercise governmental authority whether such faction or body of insurgents has or has not been recognized by the United States.

8. If the foreign principal is not a foreign government or a foreign political party:

a) State the nature of the business or activity of this foreign principal.

NONE

b) Is this foreign principal:

Supervised by a foreign government, foreign political party, or other foreign principal

Yes ☐ No ☐

Owned by a foreign government, foreign political party, or other foreign principal

Yes ☐ No ☐

Directed by a foreign government, foreign political party, or other foreign principal

Yes ☐ No ☐

Controlled by a foreign government, foreign political party, or other foreign principal

Yes ☐ No ☐

Financed by a foreign government, foreign political party, or other foreign principal

Yes ☐ No ☐

Subsidized in part by a foreign government, foreign political party, or other foreign principal

Yes ☐ No ☐

9. Explain fully all items answered "Yes" in Item 8(b). (If additional space is needed, a full insert page must be used.)

NONE

10. If the foreign principal is an organization and is not owned or controlled by a foreign government, foreign political party or other foreign principal, state who owns and controls it.

NONE

EXECUTION

In accordance with 28 U.S.C. § 1746, the undersigned swears or affirms under penalty of perjury that he/she has read the information set forth in this Exhibit A to the registration statement and that he/she is familiar with the contents thereof and that such contents are in their entirety true and accurate to the best of his/her knowledge and belief.

Date of Exhibit A

Name and Title

Signature

8/6/14

Hilary Perry, Principal



U.S. Department of Justice

Washington, DC 20530

Exhibit B to Registration Statement**Pursuant to the Foreign Agents Registration Act of 1938, as amended**

INSTRUCTIONS: A registrant must furnish as an Exhibit B copies of each written agreement and the terms and conditions of each oral agreement with his foreign principal, including all modifications of such agreements, or, where no contract exists, a full statement of all the circumstances by reason of which the registrant is acting as an agent of a foreign principal. Compliance is accomplished by filing an electronic Exhibit B form at <http://www.fara.gov>.

Privacy Act Statement. The filing of this document is required for the Foreign Agents Registration Act of 1938, as amended, 22 U.S.C. § 611 *et seq.*, for the purposes of registration under the Act and public disclosure. Provision of the information requested is mandatory, and failure to provide the information is subject to the penalty and enforcement provisions established in Section 8 of the Act. Every registration statement, short form registration statement, supplemental statement, exhibit, amendment, copy of informational materials or other document or information filed with the Attorney General under this Act is a public record open to public examination, inspection and copying during the posted business hours of the Registration Unit in Washington, DC. Statements are also available online at the Registration Unit's webpage: <http://www.fara.gov>. One copy of every such document, other than informational materials, is automatically provided to the Secretary of State pursuant to Section 6(b) of the Act, and copies of any and all documents are routinely made available to other agencies, departments and Congress pursuant to Section 6(c) of the Act. The Attorney General also transmits a semi-annual report to Congress on the administration of the Act which lists the names of all agents registered under the Act and the foreign principals they represent. This report is available to the public in print and online at: <http://www.fara.gov>.

Public Reporting Burden. Public reporting burden for this collection of information is estimated to average .33 hours per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden to Chief, Registration Unit, Counterespionage Section, National Security Division, U.S. Department of Justice, Washington, DC 20530; and to the Office of Information and Regulatory Affairs, Office of Management and Budget, Washington, DC 20503.

1. Name of Registrant
FEVERPRESS LLC

2. Registration No.

6240

3. Name of Foreign Principal
HER MAJESTY THE QUEEN IN RIGHT OF THE PROVINCE OF ALBERTA, AS REPRESENTED BY THE
MINISTER OF INTERNATIONAL AND INTERGOVERNMENTAL RELATIONS

Check Appropriate Box:

4. ☒ The agreement between the registrant and the above-named foreign principal is a formal written contract. If this box is checked, attach a copy of the contract to this exhibit.
5. ☐ There is no formal written contract between the registrant and the foreign principal. The agreement with the above-named foreign principal has resulted from an exchange of correspondence. If this box is checked, attach a copy of all pertinent correspondence, including a copy of any initial proposal which has been adopted by reference in such correspondence.
6. ☐ The agreement or understanding between the registrant and the foreign principal is the result of neither a formal written contract nor an exchange of correspondence between the parties. If this box is checked, give a complete description below of the terms and conditions of the oral agreement or understanding, its duration, the fees and expenses, if any, to be received.
7. Describe fully the nature and method of performance of the above indicated agreement or understanding.

PAYMENT FOR PUBLIC RELATIONS SERVICES (SPECIFICALLY OUTREACH TO US MEDIA) PERFORMED
FROM MARCH 15, 2013 - JUNE 1, 2013

8. Describe fully the activities the registrant engages in or proposes to engage in on behalf of the above foreign principal.

SEE INSERTS

9. Will the activities on behalf of the above foreign principal include political activities as defined in Section 1(o) of the Act and in the footnote below? Yes ☒ No ☒

If yes, describe all such political activities indicating, among other things, the relations, interests or policies to be influenced together with the means to be employed to achieve this purpose.

SEE INSERT

EXECUTION

In accordance with 28 U.S.C. § 1746, the undersigned swears or affirms under penalty of perjury that he/she has read the information set forth in this Exhibit B to the registration statement and that he/she is familiar with the contents thereof and that such contents are in their entirety true and accurate to the best of his/her knowledge and belief.

Date of Exhibit B	Name and Title	Signature
8/6/14	William Perry	

Footnote: "Political activity," as defined in Section 1(o) of the Act, means any activity which the person engaging in believes will, or that the person intends to, in any way influence any agency or official of the Government of the United States or any section of the public within the United States with reference to formulating, adopting, or changing the domestic or foreign policies of the United States or with reference to the political or public interests, policies, or relations of a government of a foreign country or a foreign political party.

INSERT FOR OMB_1124_0004_EXB
QUESTION #8 AND #9

1. Start and End Date that your firm represented the foreign principal.
March 15 – June 1
2. A description of the activities performed for the foreign principal.
 - a. Rule 210, promulgated under the Foreign Agents Registration Act, states that the amount of detail required in reporting information relating to a registrant's activities and expenditures must provide, "that degree of specificity necessary to permit meaningful public evaluation of each of the significant steps taken by a registrant to achieve the purposes of the agency relation."
Outreach to a number of reporters on behalf of the foreign principal to arrange interviews for Alberta Premier Alison Redford for her visit to Washington, DC on April 8, 2013. Attendance at both interviews eventually scheduled.
3. A list of the political activities (as defined by the Act).
 - a. A list of political activities that includes the date of contacts, the name and title for each U.S. government official or Member of Congress contacted, the manner in which the contact was made (telephone, letter, office meeting, luncheon, public event (i.e. trade show or demonstration), etc.), and a description of the subject matter discussed for each contact.
For all of the below the interaction was for the purpose of seeking an interview with Premier Alison Redford for her visit to Washington, DC on April 8, 2013. None of the below interactions resulted in an interview.
Courtney Dorning, NPR 4/2/13 Email
Viet Le, NPR 4/2/13 Email
Polson Kanneth, ABC News, 3/25/13 and 4/3/13 Email
Rick Klein, ABC News 3/25/13 Email
Linda Winslow, PBS 4/3/13 Email
Alexis Ginsberg, CNN 3/25/13 Email
Katie Hinman, CNN 3/25/13 Email and phone
Gerry Holmes, NPR 4/2/13 Email
Andrea Mitchell, NBC News 3/25/13 Email
Michelle Perry, NBC News 3/25/13 and 3/26/13 and 4/1/13 and 4/4/13 Email
Murrey Jacobson PBS 4/4/13 Email and phone
Christina Bellantoni PBS 4/3/13 Email

For the below the interaction was for the purposed of seeking and scheduling an interview with Premier Alison Redford during her visit to Washington, DC on April 8, 2013.

Chris Turpin, NPR 4/2/13 and 4/3/13 and 4/4/13 email
Carol Klinger NPR 4/4/13 and 4/5/13 and 4/8/13 Email and phone
Darren Goode, Politico 3/25/13 and 4/4/13 and 4/8/13 Email and
phone

4. Indicate the amount received by the foreign principal.
\$53,725.10 US Dollars
5. Indicate the amount disbursed by the foreign principal.
\$53,725.10 US Dollars

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ATTACHMENT A TO AW02-GSC WITH FEVERPRESS LLC

FEVERPRESS

To: David Manning
From: FEVERPRESS
Date: March 14, 2013
Re: Communications Proposal Related to Keystone XL Pipeline

We understand the classified nature of the Alberta-US energy file and how critical securing approval of the Keystone XL Pipeline is for Alberta and Canada. As a follow up to our initial discussions, we have outlined below a media outreach strategy to support the Keystone XL Pipeline.

Given the intense media interest, the State Department's recent SEIS relating to the Pipeline as well as the intense opposition that has emerged among special interest groups, there is a need to move quickly, ideally over the next 6-8 weeks. Despite the tight time frame, the good news is that Premier Redford's willingness to act as spokesperson will lend an authoritative voice that is sorely needed in the public debate on the Pipeline.

Our strategy focuses on finding high profile / high impact media interviews (broadcast and print) in the short-term that take advantage of Premier Redford's US travel schedule and other availability.

Reframing the Debate

Issue

With the window to secure approval for the Keystone XL Pipeline quickly closing, environmentalists opposed to the project have aggressively taken control of the debate, framing it largely in two dimensions – Canada vs. the environment. Alberta currently lacks a voice in the debate and the many reasons to support the Pipeline are not being heard.

The challenge is that President Obama has championed his commitment to the environment early on in his second term and is beholden to the environmental constituency for their support in the last election. The current debate gives the President little political cover to support the pipeline without looking like he is turning his back on his pro-environment agenda.

Objective

Define and execute a public relations strategy to give the current debate more context thereby giving President Obama the air cover he needs to support the Pipeline.

Strategy

We recommend recasting the debate so that it is no longer perceived as environmentalists vs. Canada, good vs. bad. In fact, it is important to reframe this as an *American issue* so that it starts to take on more positive currency in the media and

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ATTACHMENT A TO AW02-GSC WITH FEVERPRESS LLC

thereby becomes relevant to the American public (not just the environmentalists). We believe you should concentrate on calling attention to the benefits that the US receives from this project so that the debate is reframed as the American public vs. special interests. Our key recommendations are:

- **Neutralize the environmentalist arguments** – There are a number of environmental reasons *to support* the Pipeline and we must make these as well. In addition, we would highlight the important work that Alberta is doing to make the oil extraction process more environmentally friendly. We do not have to win the environmental argument; we just need to add context and complexity to it so that we can blunt the current arguments against the Pipeline. Again, winning the war here is providing enough political cover for the U.S. government to greenlight the project – not winning over the environmentalists.
- **Focus on the jobs creation message** – We believe this is the strongest message and one that Obama can stand behind with comfort. The U.S. economy is still sluggish, and 20,000 new jobs would be welcome. We believe it will also be important to emphasize the value of an integrated oil and gas supply between Alberta and the U.S. from a jobs perspective.
- **Highlight the economic security and national security messages** – While less tangible than the jobs creation message, the Pipeline would increase our economic security and further our national security interests by becoming less reliant on OPEC nations. By doing business with our friendly neighbor up north the U.S. would be securing a flow of oil that wouldn't be interrupted by volatile political winds and would be in line with our national security interests.

Tactical Execution

The quickest way to get a story amplified in Washington is to get on the "echo chamber" of cable news, and this would form the basis of our strategy.

- **Select Top-Tier Features with Cable News Amplification** – Because of the complexity of the issue, we suggest getting a few select stories in top-tier publications written by reporters who are frequent talking heads on cable news programs. Possible targets would include Paul Kane or Ezra Klein of *The Washington Post*; Matthew Bishop at *The Economist* or Ed Crooks at the *Financial Times*; Mike Allen at *Politico*. We know each of these journalists and would look to secure a more considered, intelligent portrayal of the Pipeline project that would incorporate our main messages. We would help push out the article to cable news programs for coverage consideration in the hopes that they would book the authors as talking heads.

Possible narratives as outlined above would include:

- The environmental strides that Alberta is making to mitigate the negative impact of the oil sands
- Job creation of the Keystone XL Pipeline

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ATTACHMENT A TO AW02-GSC WITH FEVERPRESS LLC

- o Doing business with friends instead of enemies

In addition, we would assist with the following:

- **Create the Positive Keystone XL Pipeline Narrative** – The first thing we would do is work with you to create a strong, clear narrative that will form the backbone of our strategy to reframe the conversation in the public domain. This will include getting all of the necessary supporting facts from you to help make us substantiate the core arguments. We would create a one-pager to push out to reporters who are working on this topic to make sure that they are properly informed about our position as well as prepared to ask tough questions of detractors.
- **Media Rapid Response** – It will be critical to our effort to monitor all national media on the Pipeline issue so that we can correct inaccuracies and quickly insert ourselves into conversations dominated by our opponents. Much like a political campaign, being able to respond quickly to media coverage as it occurs will be fundamental to our strategy.
- **High profile media bookings for Premier Redford - Spokesperson Bench** – We will work to secure a number of high profile / high impact broadcast interviews for Premier Redford on her upcoming visits to the US. The goal will be to reach Washington and there are a select group of influential programs that dominate Beltway broadcast reach including:

Charlie Rose
CBS This Morning
Morning Joe
Piers Morgan
Fareed Zakaria GPS

Fees

We propose a retainer of \$65,000 (Canadian) for the project.

We would invoice you on the following schedule:

- \$40,000 upon signing our engagement (along with delivery of a media outreach plan)
- \$15,000 on March 25, 2013
- \$10,000 upon completion of the assignment in late April/early May.

About FEVERPRESS

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ATTACHMENT A TO AW02-GSC WITH FEVERPRESS LLC

FEVERPRESS was born out of the shared belief that the leaders of companies and organizations increasingly seek communications counsel that can address the complexity of their businesses. What brought us together is our realization that what excites us most about our profession is the opportunity to act as valued advisors to senior executives, board members and public figures who seek communications counsel on challenging PR remits and sensitive issues. We also share a commitment to superior client service and derive a great deal of personal and professional satisfaction from developing lasting client relationships.

We have each established ourselves as valued advisors to senior executives, board members and public figures who seek strategic communications counsel. With professional backgrounds that include careers in journalism, politics, business and law, we bring high touch, highly complementary perspectives to PR challenges to find solutions that make a difference.

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ATTACHMENT A TO AW02-GSC WITH FEVERPRESS LLC

Hilary Lefebvre Co-Founder and Principal

Co-Founder of FEVERPRESS, Hilary has spent the past decade working closely with the most influential thought leaders and opinion makers in American media. From her time as a journalist in both cable and network news to her work as a top communications official in the Hillary Clinton for President campaign, her work on both sides of the media spectrum have given her a unique understanding of what it takes to wage a successful media campaign. As founder and President of On Air Strategy LLC and Managing Director of Teneo Strategy, Hilary successfully executed targeted communications strategies for a wide variety of clients including non-profit organizations, advocacy groups, political think tanks and Fortune 500 companies.

Hilary served as the Director of Broadcast Media for the Hillary Clinton for President campaign, acting as the primary broadcast liaison between the campaign and a broad spectrum of network, cable and business channel bookers, producers, correspondents and anchors. She was responsible for development of broadcast communications strategy and would pitch stories to help amplify message points. Hilary also served as a campaign spokesperson appearing on such networks and shows as FOX News, MSNBC, Access Hollywood, XM Radio and FOX News Radio.

Prior to joining the campaign, Hilary spent seven years in television news production, first as producer for the long running CNN political debate show Crossfire and then as a producer for ABC News' flagship late night news program Nightline in the network's Washington bureau.

In these roles she was a witness to history covering a variety of breaking news events from the 2004 Presidential election for the CNN Political Unit to the massacre at Virginia Tech for Nightline, for which ABC News received the prestigious Edward R. Murrow Award for News Coverage.

David Press Co-Founder and Principal

Co-Founder of FEVERPRESS, David brings a deep background in corporate strategy and issues management with more than 20 years of experience as a lawyer and a communications practitioner. David has established his reputation as a strategic counselor to companies and their senior management teams, helping them successfully navigate complex and often highly sensitive public relations matters. David's issues management assignments have included mergers and acquisitions, restructurings, hostile situations, IPOs and a variety of crises.

David has developed and implemented highly impactful corporate positioning campaigns for a variety of public and private companies which include Tata Group, The Reader's

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ATTACHMENT A TO AW02-GSC WITH FEVERPRESS LLC

Digest Association, American Express, Movado, Guardian Life, Lululemon, Dollar General, ideell, InBev, Teva Pharmaceuticals, Allergan, Gold Fields, CNOOC and Sanofi-Synthelabo as well as nearly all of the leading U.S. investment banks and a number of alternative asset management companies. In addition, David has advised many start-ups both as a communications consultant and a lawyer.

Prior to founding FEVERPRESS, David Press was the head of Corporate Strategy at kwitken + company where he developed and implemented corporate positioning and executive visibility campaigns. Previously, David was a Managing Director in Special Situations at FTI Consulting's Strategic Communications division working on issues management and cross border matters. David began his communications career as a Director at Brunswick Group in New York focusing on mergers and acquisitions. Before that, David worked in Business Development at America Online in Virginia where he structured and negotiated revenue and content deals and developed new business. David began his career in New York where he practiced corporate finance/securities law for several years, most recently at Morrison & Foerster LLP.

David is a member of the Bar in The State of New York. David received his JD at Columbia Law School and his BA from Stanford University. David has previously lived and worked in France and is fluent in French.



International and
Intergovernmental Relations

GENERAL SERVICES CONTRACT (GSC)

Agreement made as of the 15th day of March, 20 13

BETWEEN: HER MAJESTY THE QUEEN IN RIGHT OF THE PROVINCE OF ALBERTA, AS REPRESENTED BY THE MINISTER OF INTERNATIONAL AND INTERGOVERNMENTAL RELATIONS (HEREINAFTER CALLED THE "MINISTER")

AND FEVERPRESS LLC
(HEREINAFTER CALLED THE "CONTRACTOR")

Address: 11 PRINCE STREET SUITE 2A, NEW YORK, NEW YORK 10012

IN CONSIDERATION OF THE TERMS AND CONDITIONS HEREIN, THE PARTIES AGREE AS FOLLOWS:

1. The Contractor will undertake the following services in a manner consistent with the Code of Conduct and Ethics administered by the Department:
 - a. Prepare a media strategy to give the current debate regarding the Keystone XL Pipeline and oil sands development more contexts in order to ensure continued and expanded market access to the U.S. for Alberta oil sands resources. The strategy will focus on finding high profile / high impact media interviews (broadcast and print) in the short-term that take advantage of Premier Redford's US travel schedule, the travel schedule of Alberta Ministers and the availability of the Alberta Representative.
 - b. On March 31, 2013, an update of the strategy and media opportunities secured to-date.
 - c. Work to be completed after April 1, 2013 will consist of completion of scheduled interviews related to Premier Redford's US travel, the US travel of Alberta Ministers and opportunities for the Alberta Representative, as well as any additional follow-up work relating to media outreach and bookings that are scheduled for April or May as a result of outreach in March.
2. The Contractor will commence work on March 15, 2013 and shall complete the work by June 1, 2013
3. In consideration of the satisfactory performance of this Agreement, the Minister shall pay to the Contractor a sum not to exceed CAN\$ 65,000 payable in accordance with the following terms:

The contractor will be paid CAN\$40,000 upon submission of detailed invoice & department approval of delivery 1a)

The contractor will be paid CAN\$15,000 upon submission of detailed invoice & department approval of delivery 1b)

The contractor will be paid CAN\$10,000 upon submission of detailed invoice & department approval of delivery 1c)

4. The representative of the Minister (Contract Manager) for the purposes of this Agreement is:

David Manning

(name)

Alberta's Representative in Washington

(title)

5. All notices and invoices shall be given in writing, and addressed to the representative of the Minister at the following address:

REPRESENTATIVE: David Manning

6. This Agreement shall incorporate the terms and conditions set out on the reverse side of this form and, where applicable, any attachments referred to in this Agreement (list attachments):

PLEASE SEE ATTACHMENT A TO THIS AGREEMENT ENTITLED: "COMMUNICATIONS PROPOSAL
RELATED TO THE KEENEY-NEEDHAM PIPELINE



International and
Intergovernmental Relations

PER
Signature

Witness

Print name

Print name and title

Entire agreement - Effective date

1.2 This Agreement is not binding and does not obligate the parties to perform work or make payments of any kind until both parties have signed this Agreement.

2 Responsibilities of Contractor

2.4 The Contractor and its employees, contractors and agents do not become employees of the Government of Alberta through their activities under this Agreement.

3. Payments

3.1 Payments Subject to clause "3" on the front of this Agreement, (i) if the Minister is satisfied with the Contractor's performance of the services, and (ii) expenses claimed by the Contractor are at the rates and costs set out in section 5.1, and are supported by proper receipts, payments to the Contractor will be made within 30 days of receipt of the Contractor's invoice. Invoices must include a separate entry for charges for services performed, an hourly breakdown of services, if applicable, and expenses incurred by the Contractor.

4 Withholdings and security for performance

(ii) at the Minister's discretion, withholding of up to 15% of any invoice amount for the purpose of providing security for completion of the services.

5 Expenses

5.1 The Contractor must obtain the written approval of the Minister prior to incurring expenses.

6 No federal taxes payable by the Minister

6.1 The Minister will not pay or reimburse the Contractor for any federal tax on goods or services provided to the Minister under the terms of this Agreement.

7. Statements, invoices and accounts

- (i) keep statements, invoices, accounts, receipts and other records of the costs and expenses incurred in performing the services including all payroll records, and other documents relating to such costs and expenses for a period of seven years; and
- (ii) on demand, permit the Minister to examine, audit and take copies or extracts from the accounts, records or documents for the purpose of verifying either performance of services or expenses incurred under this Agreement.

8 Evaluation

8.2 The Contractor shall cooperate with the Minister in the completion of any evaluation and shall revise the Services as directed by the Minister.

9 Reduction of Services and Termination

9.4 If the Agreement is terminated under section 9.1, the Minister shall pay the Contractor, on receipt and acceptance by the Minister of an invoice, for any portion of the Services provided to the Minister's satisfaction as of the effective date of termination.

10 Conflict of interest

10.1 As soon as reasonably possible after becoming aware of a personal interest that causes or is likely to cause a conflict of interest in relation to the performance of this Agreement, the Contractor must give notice of the interest to the Minister. Once obligated to give notice of personal interest, the Contractor may not commence nor continue the services until instructed to do so by the Minister. If, in the opinion of the Minister, a conflict of interest warrants such action, the Minister may give notice of termination of this Agreement to the Contractor.

11 Contractor's obligation regarding confidentiality

11.1 The Contractor agrees to keep strictly confidential all materials and information acquired under this Agreement. The Contractor must not use or disclose the materials or information in any manner to third parties without the written consent of the Minister.

12 Amendments

12.1 This agreement may only be amended by the written consent of both parties.

13 Ownership and Copyright

13.3 The Contractor irrevocably waives in whole all moral rights and shall ensure that the Contractor's employees and agents irrevocably waive in whole all moral rights in the Contract Documents, any material developed or acquired under this Agreement and declares that these waivers shall operate in favour of the Client.



15 Occupational Health and Safety - Workers' Compensation

15.1 The Contractor will comply with the Occupational Health and Safety Act and the Workers' Compensation Act. On request, the Contractor will provide the Minister with a certificate from the Workers' Compensation Board showing the Contractor is registered and is in good standing with the board, if applicable.

16 General Liability Insurance

16.1 The Contractor shall, at its own expense and without limiting its liabilities herein, insure its operations under a contract of General Liability Insurance, in accordance with the Alberta Insurance Act, in an amount not less than \$2,000,000 inclusive per occurrence, insuring against bodily injury, personal injury and property damage including loss of use thereof.

16.2 Evidence of the insurance required in section 16.1 in a form acceptable to the Minister will be provided to the Minister on the Minister's request.

17 No assignment or subcontracting

17.1 No part of this Agreement or the Services may be assigned or subcontracted without the prior written consent of the Minister.

18 Freedom of Information and Protection of Privacy

18.1 The contractor acknowledges that the *Freedom of Information and Protection of Privacy Act* applies to all information and records relating to, or obtained, created or collected under this contract.

19 Lobbyist Act

19.1 The contractor acknowledges that the *Lobbyist Act* establishes certain obligations and prohibitions with respect to lobbying and contracts for paid advice, as those terms are defined in the *Lobbyist Act*, and it is responsible for complying with the *Lobbyist Act* during the contract.

20 Dispute Settlement

20.1 The Parties agree to use their best efforts to resolve any disputes arising between them as reasonably, efficiently and cost-effectively as possible.

20.2 At all relevant times, the Parties will:

- (i) try to resolve all disputes by negotiations, in good faith and acting reasonably, ensure their representatives will meet, negotiate in good faith, acting reasonably and try to resolve disputes without litigation, controversy or any claim arising from this agreement, or breach of it, and
- (ii) provide frank, candid and timely disclosure of all relevant facts, information and documents to facilitate those negotiations.

20.3 If a dispute cannot be resolved through negotiations under section 20.2 the parties agree to participate in mediation with a mutually acceptable mediator.

20.4 The parties will share the cost of the mediator equally and bear their own costs of mediation.

20.5 If the parties cannot agree on a mediator they will accept the appointment of a mediator by the President or Executive Director of the Alberta Arbitration and Mediation Society to arrange for mediation.

20.6 The parties agree that any efforts to resolve their dispute by negotiations under section 20.2 or with the assistance of a mediator, at any time during or after the term of the agreement, does not suspend the expiration of any time limitation for taking any act under the agreement unless the parties have specifically agreed in writing to waive or vary that time requirement.

20.7 Unless otherwise instructed by the Minister or delegate in a notice, the Contractor will continue to carry out its obligations under and in accordance with any proceedings under this section.

21 General

21.1 If any provision of this Agreement is found to be or deemed to be illegal or invalid, the remainder of this Agreement is not affected.

21.2 This Agreement is governed by the laws of the Province of Alberta.